

BRIG WILLIAM.

LETTER FROM THE ASSISTANT CLERK OF THE COURT OF CLAIMS
TRANSMITTING A COPY OF THE CONCLUSIONS OF LAW AND OF
FACT IN THE FRENCH SPOILIATION CASES RELATING TO THE
BRIG WILLIAM, JOSEPH THOMPSON, MASTER.

FEBRUARY 2, 1904.—Referred to the Committee on Claims and ordered to be printed.

COURT OF CLAIMS,
Washington, D. C., February 1, 1904.

SIR: Pursuant to the order of the Court of Claims, I transmit herewith the conclusions of fact and of law filed under the act of January 20, 1885, in the French spoliation claims set out in the annexed findings by the court relating to the vessel brig *William*, Joseph Thompson, master.

I am, very respectfully, yours, etc.,

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

Hon. JOSEPH G. CANNON,
Speaker House of Representatives.

[Court of Claims. French spoiliations. Act of January 20, 1885; 23 Stat. L., 283. Vessel brig *William*, Joseph Thompson, master.]

No. of
case.

Claimant.

2000. George P. Marvin, administrator of Stephen Alling and Joseph Thompson, *v.* The United States.
2936. The New Haven Insurance Company *v.* The United States.
2069. Henry W. Blagge and Susan B. Samuels, administrators of Crowell Hatch, *v.* The United States.
880. Charles Francis Adams, jr., administrator of Peter Chardon Brooks, *v.* The United States.
Thomas H. Perkins, administrator of J. C. Jones, *v.* The United States.
William Sohler, administrator of Nathaniel Fellowes, *v.* The United States.
Frank Dabney, administrator of Samuel W. Pomeroy, *v.* The United States.
Francis M. Boutwell, administrator of Benjamin Cobb, *v.* The United States.
1221. Joseph Ogden, executor of Jane Ann Ferrers, *v.* The United States.

PRELIMINARY STATEMENT.

These cases were tried before the Court of Claims on the 22d day of May, 1901. The claimants were represented by John W. Butterfield, George S. Boutwell, William T. S. Curtis, Theodore J. Pickett, and Henry M. Earle, esqs., and the United States, defendants, by the Attorney-General, through his assistant in the Department of Justice, Charles W. Russell, esq., with whom was Assistant Attorney-General Louis A. Pradt.

CONCLUSIONS OF FACT.

The court, upon the evidence and after hearing the arguments and considering same, with the briefs of counsel on each side, determine the facts to be as follows:

I. The brig *William*, Joseph Thompson, master, sailed on a commercial voyage on the 19th day of December, 1799, from New Haven, Conn., bound for the island of Martinique. While peacefully pursuing her voyage the *William* was captured on the high seas by the French privateer *Favorite*, about January 20, 1800, taken to Basse, island of Guadeloupe, and there both vessel and cargo were condemned by the tribunal of commerce on the 8th Pluviose, year 8—that is, February 26, 1800—and ordered to be sold for the benefit of her captors, and all concerned, whereby said vessel and cargo became a total loss to the owners thereof.

The grounds of condemnation, as shown by the decree, were as follows:

First. That from said analyzed documents it is certain there were many horses in the cargo, which are contraband on account of the destination of the vessel for Martinique, an island occupied by the English.

Second. That the certificate of the oath at the end of the sea letter, of which the captain is the bearer, is not in good form, such as is prescribed in the model annexed to the treaty of February 6, 1778, between France and the United States, in not being invested with any signatures of officers of marine, alone sufficient for it.

Third. That the said captain has no rôle d'équipage.

II. The *William* was a duly registered vessel of the United States, of 171 $\frac{3}{4}$ tons burden, built at Guilford, Conn., in 1799, and was owned in equal parts by Stephen Alling and Joseph Thompson, citizens of the United States, residing in New Haven, Conn.

III. The cargo of the *William* at the time of capture consisted of lumber, 10 horses, oxen, beef, corn meal, corn, tobacco, tea, and china ware, and was owned by said Alling and Thompson in equal parts.

IV. The losses by reason of the capture and condemnation of the *William* were as follows:

Value of the vessel	\$6,880.00
Freight earnings	2,866.00
Value of the cargo	6,410.00
Premium of insurance on vessel	452.25
Premium of insurance paid on cargo and freight.....	635.25
Total loss	17,243.50

SPECIAL FINDINGS RELATING TO THE SEVERAL CASES.

V. 2936. The said Stephen Alling and Joseph Thompson insured their interests in the vessel in the New Haven Insurance Company in the sum of \$5,000, paying therefor a premium of 9 per cent. Thereafter the said New Haven Insurance Company paid to said Alling and Thompson as and for a total loss thereon the sum of \$4,900, being the face of the policy less the customary abatement of 2 per cent.

The said Alling and Thompson also had insurance of \$7,000 in the office of Peter C. Brooks, Boston, \$5,000 thereof being on the cargo on said vessel and \$2,000 on the freight, paying therefor a premium of 9 per cent, by a policy underwritten by sundry persons hereinafter set forth.

Thereafter the said Brooks paid to the said Alling and Thompson the sum of \$5,860, being 83.714 per cent as and for a total loss thereon.

Their losses were as follows:

Value of the vessel	\$6,880.00
Freight earnings	2,866.00
Value of the cargo	6,410.00
Premium of insurance on vessel	452.25
Premium of insurance paid on cargo and freight.....	635.25
Total	17,243.50
Less insurance received	10,760.00
Net loss	6,483.50

Net loss of Stephen Alling, \$3,241.75.

Net loss of Joseph Thompson, \$3,241.75.

1221. Joseph Ogden, as sole surviving executor of the last will and testament of Jane Ann Ferrers, deceased, and as trustee, has filed no evidence in this court in support of his said claim.

880. February 5, 1800, said Stephen Alling and Joseph Thompson effected insurance in the office of Peter C. Brooks in the sum of \$7,000, \$2,000 thereof being on freight and \$5,000 on the cargo, paying therefor a premium of 9 per cent by a policy underwritten by the following persons, all of whom were citizens of the United States, in the sums set opposite their names, respectively:

John C. Jones.....	\$1,000
Benjamin Cobb.....	1,000
Nathaniel Fellowes.....	1,000
David Greene.....	1,000
Daniel D. Rogers.....	500
Benjamin Homer.....	500
Samuel W. Pomeroy.....	1,000
Crowell Hatch.....	1,000

June 18, 1800, said Brooks, as agent, duly paid to the said assured the sum of \$5,860 as and for a total loss on said policy by reason of the premises, the same being a total loss to each of said underwriters in his respective proportion.

After said payment, to wit, October 19, 1804, for and in consideration of \$3,400 and the assumption of the responsibility of Daniel D. Rogers, as an underwriter in the office of Peter C. Brooks, said Rogers assigned to said Brooks all of his interest in said business.

After said payment, to wit, July 23, 1805, for and in consideration of \$5,000 and the assumption of all the responsibility of Benjamin Homer as an underwriter in the office of Peter C. Brooks, said Homer assigned to said Brooks all of his interest in said business.

No. 2069, being for an interest set out in No. 880, is consolidated therewith.

The claimants herein have produced letters of administration on the estates of the parties for whom they appear and have otherwise proved to the satisfaction of the court that the persons whom they represent are the same persons who suffered loss by reason of the seizure and condemnation of the brig *William*.

Said claims were not embraced in the convention between the United States and the Republic of France concluded on the 30th of April, 1803; they were not claims growing out of the acts of France allowed and paid in whole or in part under the provisions of the treaty between the United States and Spain concluded on the 22d of February, 1819, and were not allowed in whole or in part under the provisions of the treaty between the United States and France of the 4th of July, 1831.

The claimants, in their representative capacity, are the owners of said claims, which have never been assigned except as aforesaid.

CONCLUSIONS OF LAW.

The court decides, as conclusions of law, that said seizure and condemnation were illegal, and the owners and insurers had valid claims of indemnity therefor upon the French Government prior to the ratification of the convention between the United States and the French Republic concluded on the 30th day of September, 1800; that said claims were relinquished to France by the Government of the United States by said treaty, in part consideration of the relinquishment of certain national claims of France against the United States, and that the claimants are entitled to the following sums from the United States:

George P. Marvin, administrator of Stephen Alling, deceased.....	\$3,241.75
George P. Marvin, administrator of Jos. T. Thompson, deceased.....	3,241.75
Charles F. Adams, administrator of Peter C. Brooks, deceased.....	1,674.30
Thomas H. Perkins, administrator of John C. Jones, deceased.....	837.14
A. Lawrence Lowell, administrator of Nathaniel Fellowes, deceased.....	837.14
Frank Dabney, administrator of Samuel W. Pomeroy, deceased.....	837.14
Francis M. Boutwell, administrator of Benjamin Cobb, deceased.....	837.14
Seth P. Snow, administrator of Crowell Hatch, deceased.....	837.14
Total amount recoverable.....	12,343.50

BY THE COURT.

Filed December 2, 1901.

A true copy.

Test this 1st day of February, 1904.

[SEAL.]

JOHN RANDOLPH,
Assistant Clerk Court of Claims.

